

# RESELLER SUBSCRIPTION APPLICATION

## NCH Software



www.nchsoftware.com  
www.nch.com.au

6120 Greenwood Plaza Blvd  
120 Greenwood Village  
CO 80111 USA

Unit 13, Level 3  
28 University Avenue  
GPO Box 1169  
Canberra ACT 2601  
Australia

To apply for a Reseller Subscription agreement please fill in this form and fax it back to NCH Software (attn: David Jakober) on (888) 812-2652 or email david.jakober@nchsoftware.com

### BUSINESS DETAILS:

Name of Business:																								
Street Address:																								
City																								
State/Area																								
Country																								
Postcode																								
Contact Name:																								
Telephone:												Fax:												
Email:																								

### LICENCE TERMS:

Territory:												Commencement Date:												
Product/s:																								
Express Dictate <input type="checkbox"/>								IVM (Basic – Mid) <input type="checkbox"/>								VRS (Lite – Pro) <input type="checkbox"/>								
MSRS <input type="checkbox"/>								IMS Professional <input type="checkbox"/>								BMS Professional <input type="checkbox"/>								
ExpressTalk <input type="checkbox"/>								WavePad <input type="checkbox"/>								Axon <input type="checkbox"/>								

Account Email (all license keys generated from the account will be sent to this address)

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

**PAYMENT DETAILS:**

3 Months	<input type="checkbox"/>	In Advance
6 Months	<input type="checkbox"/>	In Advance (10% Discount)
12 Months	<input type="checkbox"/>	In Advance (20% Discount)
24 Months	<input type="checkbox"/>	In Advance (40% Discount)

An invoice will be issued on receipt of this document with payment methods.

**Important Conditions:**

The blanket licence may only be used for sales supplied in conjunction with other products or services you supply to the customer. It may only be used for customers whom you supply directly. The total amount you charge the customer for all your products or services including the software must be more than the RRP of the software (the software alone can be less or even included free). You may not simply sell software registrations on the internet under this blanket licence.

Payments must be for a minimum of 3 months. Quarterly payments under the blanket licence can be made with a reoccurring Visa / Mastercard authority. Payments for 12 Month and 24 Months can be made with either a credit card or by EFT transfer.

If you sign up for the Blanket Licence you should consider also purchasing a basic customisation to include your logo, business name and phone number on the software.

You can sell licences to your customers for any price or on any basis (eg. monthly fees) or even free so long as the customer is located in your territory, deals with you directly and you charge more for other services. You can use the NCH Software Recommended Retail Prices as a guide.

**Other Terms:**

In all circumstances we reserve the right to maintain copyright notices on the software. Unless otherwise specifically agreed, our logo splash screen and contact details might also appear on the software.

1. NCH Software will not be liable for any loss arising out of the use of this software including, but not limited to, any special, incidental or consequential loss.
2. If you distribute the software to third parties it must be with the warning in the previous clause. You will indemnify NCH Software in full for any loss of any third party arising out of use of the software.
3. You must use the software only for locations for which you have been registered by NCH Software.
4. Software must be installed within 28 days from the date of registration.
5. Unless otherwise advised by NCH Software in writing, the blanket licence does not apply to users in the Australian Capital Territory.
6. Payments under this agreement made by Visa or Mastercard will be processed in Australian Dollars. Allow +/- 3% for short currency fluctuations. By providing us with your credit card, you authorise us to charge to your credit cards all amounts due under this reseller agreement and any other amount you agree to pay.
7. You also authorise us to charge the ongoing blanket licence fees to your card every 3 months if purchasing a three month blanket license until this agreement is terminated in writing.
8. If payment cannot be made by Visa or Mastercard, we can accept payment (in advance) by Telegraphic Wire Transfer or Electronic Funds Transfer.
9. Termination of this agreement must be with 3 months notice and in writing (signed).
10. If NCH Software receives information which indicates a breach of the above terms, NCH Swift Sound may appoint an independent auditor at your cost.
11. Pricing may vary from time to time.
12. For customers located within Australia GST will be applied.
13. The law of the Australian Capital Territory and the Jurisdiction of the Supreme Court of the Australian Capital Territory apply to this agreement.

**Formalities**

I agree on behalf of the business listed below to be bound by NCH Software Reseller Terms as may be varied from time to time.

Signed: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_ On behalf of: \_\_\_\_\_ (Business Name)